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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 18.08.2026

CNR No. DLHC010418662023

+ **RC.REV. 289/2023 & CM APPL. 54175/2023 (Stay)**

RAJU VIJAY

.....Petitioner

Through: Mr. Ashok Kumar Arya, Mr.
S.K. Gupta, Ms. Monika
Chaudhary, Mr. Gaurav Gupta
and Mr. Subhmeet Singh,
Advocates.

versus

MOTI LAL JAIN (SINCE DECEASED THROUGH LRS)

.....Respondent

Through: Mr. Anuj Jain, Advocate.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Petition has been filed under Section 25B(8) of the **Delhi Rent Control Act, 1958¹** challenging the **Judgment and Order dated 09.06.2023²**, passed by the **learned ACJ-cum-ARC, North-West District, Rohini Courts, Delhi³**, in **Eviction Petition bearing No. 5630/2016⁴**, titled “*Moti Lal Jain (Deceased through LRs) v. Raju Vijay*”, whereby the leave to defend application filed on behalf of the Petitioner herein was dismissed and an eviction order was passed against him, in respect of **one shop at the first floor of**

¹ DRC Act

² Impugned Judgment

³ learned ARC

⁴ Eviction Petition

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the property bearing No. G-I/2, Lawrence Road, Industrial Area, Opposite Hanuman Dharamkanta, Delhi – 110035⁵.

2. Learned counsel appearing on behalf of the Petitioner would limit his submission only to the issue concerning the existence of a landlord-tenant relationship between the parties. It would be submitted that the Petitioner had specifically pleaded before the learned ARC that the subject premises had not been let out to him by the Respondent and that the property had, in fact, been transferred in favor of his brother, Kamal Vijay, under whom the Petitioner claimed to be occupying the premises as a licensee.

3. Learned counsel appearing on behalf of the Petitioner would submit that the learned ARC has not considered the averments of the Petitioner to the effect that, in fact, the subject property came to be sold to his brother, and he was a licensee of the brother. He would further contend that the conclusion of the learned ARC to the effect that the Petitioner herein was a tenant is without any document supporting the said conclusion, therefore making it perverse.

4. He would submit that no documents have been placed on record before the learned ARC by the Respondent to establish or even show that there existed a landlord-tenant relationship between the parties herein.

5. He would also seek to rely upon the General Power of Attorney, Agreement to Sell and various other documents to buttress his argument that there exists a triable issue, more particularly pertaining to the ownership and title of the subject premises and therefore, the learned ARC has erred in dismissing his application seeking leave to defend.

⁵ Subject Premises



6. At this juncture, this Court deems it apposite to take note that the various documents that are being relied upon by the learned counsel for the Petitioner never saw the light of the day before the learned ARC, and, consequently, did not form part of the record before it. It is only after this Court, *vide* Order dated 09.05.2024, whereby the Petitioner was permitted to place the said documents on record, that the same came to be filed.

7. **Per contra**, learned counsel appearing on behalf of the Respondent would submit that the learned ARC rightly rejected the Petitioner's plea since, despite asserting that the property had been transferred in favour of his brother, the Petitioner failed to place on record the documents upon which such assertion was founded. It is submitted that the Petitioner cannot raise a plea regarding the alleged ownership of his brother merely by making a bald assertion without producing any documentary material in support thereof.

8. Learned counsel for the Respondent further submits that the Petitioner has, in the revision petition itself, made averments referring to himself as a tenant and that the finding of the learned ARC is, therefore, neither perverse nor legally unsustainable. He would, therefore, submit that there arises no scope in the limited revisional jurisdictional exercisable by this Court to interfere in the present matter.

ANALYSIS:

9. This Court has heard the learned counsel for the parties and, with their able assistance, perused the material available on record.

10. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioner, it would be apposite to advert to the scope



and ambit of the revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

11. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in *Sarla Ahuja v. United India Insurance Co. Ltd.*⁶, *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh*⁷, and, more recently, in *Abid-Ul-Islam v. Inder Sain Dua*⁸, has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

12. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in *Pankaj Pahwa v. Prem Wati & Ors.*⁹, and *Sanjeev Hiranandani v. Sunny Grover*¹⁰.

13. In *Abid-Ul-Islam* (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25B of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read as under:

⁶ (1998) 8 SCC 119

⁷ (2014) 9 SCC 78

⁸ (2022) 6 SCC 30

⁹ 2024:DHC:9322



“23. The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication per se, the High Court should not venture to disturb such a decision. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature.”

14. In *Pankaj Pahwa* (supra), a Coordinate Bench of this Court, upon considering the principles enunciated in *Abid-Ul-Islam* (supra), reiterated that the jurisdiction exercised by this Court under the proviso to Section 25B(8) of the DRC Act is limited in scope and that this Court is not expected to substitute or supplant its view for that of the learned ARC. The revisional scrutiny is confined to examining the decision-making process and determining whether the Impugned Order suffers from an error apparent on the face of the record or an absence of adjudication warranting interference.

15. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the

¹⁰ 2025:DHC:11285



learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

16. It is within the aforesaid limited parameters of revisional scrutiny that the grounds urged on behalf of the Petitioner against the Impugned Order are required to be examined.

17. The learned ARC has dealt with the aspect of landlord-tenant relationship in the following manner:

“A. Title of Petitioner and Landlord – Tenant Relationship

8. Petitioner has filed the present eviction petition in the capacity of an owner of the entire suit property. The original owner of the property admittedly was Om Prakash Sachdeva. He executed GPA Sales documents dated 28.08.1991 in favor of the petitioner. The execution of these documents has not only been disputed by the respondent but he has also asserted the title of his brother Kamal Vijay over the property by virtue of similar documents purportedly executed by the same vendor in his favor on 17.07.1991.

8.1. The basic dictum of law is that *one who asserts must prove*. While the petitioner has placed on record the GPA Sales documents executed by the admitted erstwhile owner-cum-landlord transferring to him the rights in the property, respondent has not produced the documents referred to by him in his application. Only bald oral claims have been made. Where a tenant asserts someone else to be the owner/ landlord of the tenanted premises by virtue of some documents but fails to place the same on record especially when such so called owner happens to be his brother, he cannot be said to have raised a triable issue requiring adjudication. In the absence of any transfer documents, his claim of ownership of his brother is vague and ought to be rejected.

8.2 Interestingly, although the respondent himself referred to some *fictional* GPA Sales documents to assert the ownership of his brother, he denies acquisition of title by the petitioner on the basis of similar kind of documents. He also challenges petitioner's status as that of landlord in the absence of any rent agreement/rent receipts and denies any attornment in his favor.

It is trite that for the purposes of Section 14(1)(e) DRCA, a landlord is not required to prove his ownership in absolute terms. He is only required to prove that he is more than a tenant for which



2026:OHC:16953



the GPA Sales documents relied upon by the petitioner suffice. Mere denial of such ownership by the respondent is immaterial unless he also shows that if not the petitioner, then who else is the owner of the tenanted premises. Further, law does not require attornment. Once property has been transferred by the earlier owner in favor of petitioner, no attornment by the tenant to the petitioner is required. Hence, the reliance of the respondent on 227 (16) DLT 51 is misplaced.

8.3 Once the landlord tenant relationship stands established, the principle of estoppel under Section 116 Indian Evidence Act would come to fore. Reliance in this regard can be placed on case titled "*Sparsh Builders Pvt. Ltd. v. Maharishi Ayurveda Products Pvt. Ltd.*", 2014 (206) DLT 63, wherein it was held that the relationship of landlord and tenant between the plaintiff and denying the title of the plaintiff to the said immovable property in view of Section 116 of the Indian Evidence Act.

In the face of the GPA Sales documents filed by the petitioner, there is no escaping the conclusion that atleast for the purpose of Section 14 (1) (e) DRCA, petitioner is the owner of the tenanted premises and every owner is also the landlord.

Thus, it is held that there exists a relationship of landlord-tenant between the parties.”

18. At the outset, it is pertinent to note that the existence of a landlord-tenant relationship constitutes the foundational jurisdictional fact upon which an eviction petition under Section 14(1)(e) of the DRC Act proceeds. Before an order of eviction can be passed, the learned ARC is necessarily required to arrive at a conclusion, on the basis of the material placed before it, that such a relationship exists between the parties. While it is well settled that, for the purposes of Section 14(1)(e) of the DRC Act, the landlord is not required to establish ownership in the absolute sense, the existence of a jural relationship of landlord and tenant cannot be presumed merely from the assertion of ownership by the person seeking eviction.

19. In the present case, a perusal of the Impugned Judgment reveals that the learned ARC primarily proceeded on the basis that the Petitioner had failed to substantiate his assertion that the subject



2026:OHC:18953



premises had been transferred in favour of his brother, Kamal Vijay. The learned ARC, consequently, rejected the said plea as a bald assertion and held that no triable issue arose on that account. However, while the failure of the Petitioner to place the documents pertaining to the alleged transfer in favour of his brother was undoubtedly a relevant circumstance, the matter could not have been concluded solely on the basis of the weakness of the defence raised by the Petitioner.

20. The learned ARC was also required to independently examine whether there existed material on record to support the Respondent's assertion that the Petitioner was inducted into the subject premises as a tenant. Significantly, no material evidencing the creation or existence of a landlord-tenant relationship between the parties appears to have been placed on record. The conclusion that such a relationship existed, therefore, required consideration not merely of the insufficiency of the Petitioner's defence but also of the affirmative material, if any, produced by the Respondent in support of the jural relationship pleaded by him.

21. The issue assumes further significance in view of the specific stand taken by the Petitioner that he was not occupying the subject premises in his independent capacity as a tenant but was in possession thereof as a licensee under his brother, Kamal Vijay, who, according to the Petitioner, had acquired rights in the subject property. Thus, the case of the Petitioner was not one of a mere simpliciter or evasive denial of the Respondent's status as landlord. The Petitioner had put forth an alternative basis for his possession, namely, that his occupation flowed from the alleged rights of his brother in the property.



22. It is true that, in the absence of the relevant documents, the learned ARC was justified in observing that the Petitioner's plea regarding the alleged transfer in favour of his brother remained unsupported at the relevant stage. However, the rejection of the Petitioner's claim for want of supporting documents could not, by itself, lead to the affirmative conclusion that the Petitioner was necessarily a tenant of the Respondent. The absence of proof supporting one version does not, ipso facto, constitute proof of the competing version, particularly where the latter constitutes the very foundation of the eviction proceedings.

23. The reasoning contained in paragraph 8.3 of the Impugned Judgment suffers from a fundamental error. The learned ARC invoked the principle of estoppel under Section 116 of the Indian Evidence Act, 1872, only after recording a finding that the landlord-tenant relationship stood established. Such estoppel cannot, however, be employed as a substitute for adjudication of the foundational question as to whether the parties were, in fact, in the relationship of landlord and tenant. The existence of the relationship has first to be determined on the basis of the material available on record; the consequence of estoppel can arise only thereafter. The learned ARC's observation that "once the landlord tenant relationship stands established" Section 116 would operate itself demonstrates that the existence of the relationship was treated as a prior factual conclusion. The difficulty is that the Impugned Judgment does not adequately disclose the material on the basis of which that prior conclusion was reached.

24. Further, the observation of the learned ARC that "every owner is also the landlord" is too broad a proposition to furnish the basis for determination of the issue. The relevant enquiry under the DRC Act is



not confined to abstract title to the property but concerns the existence of the legal relationship between the parties which attracts the protection and corresponding liabilities under the rent-control legislation.

25. For the purposes of Section 14(1)(e), the landlord is not necessarily required to establish an absolute and indefeasible title in the manner required in a title suit. It is equally well settled that a landlord is generally required to demonstrate a title or interest sufficient to maintain the eviction proceedings.

26. However, that principle cannot be extended to mean that proof of ownership, by itself and in every factual situation, conclusively establishes that the person in possession is a tenant of that owner.

27. Where the person in possession specifically asserts that he entered into or continued in possession under another person and disputes the existence of any tenancy with the person seeking eviction, the Court is required to examine that plea in accordance with the statutory framework governing leave to defend.

28. The present case, therefore, cannot be resolved merely by asking whether the Respondent has a better title than the Petitioner. The more fundamental question is whether the Respondent has established a landlord-tenant relationship with the Petitioner sufficient to invoke the provisions of the DRC Act against him.

29. The cumulative effect of the aforesaid circumstances, therefore, warrants reconsideration of the matter by the learned ARC. On the one hand, the Petitioner had, before the learned ARC, raised a specific plea disputing his status as a tenant and asserting that his possession was traceable to his brother, though the documents supporting such a plea were not then placed on record. On the other hand, the record, as



it presently stands, does not disclose any independent documentary material evidencing the alleged creation or subsistence of a landlord-tenant relationship between the Petitioner and the Respondent.

30. In these circumstances, this Court is of the view that the issue concerning the existence of a landlord-tenant relationship between the parties would require to be established.

31. Accordingly, without expressing any opinion on the merits or evidentiary value of the documents relied upon by either party, this Court is of the considered view that the appropriate course would be to set aside the Impugned Judgment and remand the matter to the learned ARC for a fresh and *de novo* consideration in accordance with law. Such remand would enable the learned ARC to consider the rival material and contentions at the first instance and arrive at an independent finding on the issue of landlord-tenant relationship, which lies at the very root of the present eviction proceedings.

32. The Impugned Judgment dated 09.06.2023 is set aside. The matter is remanded to the learned ARC for *de novo* consideration. Parties are at liberty to file such further documents and lead such evidence as permissible in law.

33. The learned ARC shall consider the issues uninfluenced by any observations contained in the present order, which are confined solely to examining the legality and propriety of the decision-making process adopted in the Impugned Judgment. Nothing contained herein shall be construed as an expression of opinion on the ultimate merits of the rival claims of ownership, tenancy or license.

34. Accordingly, list before the learned ARC on **10.09.2026** for *de novo* consideration of the matter. The learned ARC is requested to



accord consideration to the matter as expeditiously as permissible in accordance with law.

35. The present Petition, along with pending application(s), if any, stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
AUGUST 18, 2026/tk/va

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